

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

April 17, 2007
Aldermen Thibault,
Smith, Forest, Roy, Long

6:15 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Thibault calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Mayor Guinta submitting a proposed policy recommendation relative to payments-in-lieu of taxes from EPD and the Water Department.
Gentlemen, what is your pleasure?
4. Communication from Glen Ohlund submitting a Jac-Pac Development Proposal update.
Gentlemen, what is your pleasure?
5. Communication from Jen Hallee, Events Manager of City Year, seeking approval to paint a community mural on the Maple Street side of the Highway Department facility located at 227 Maple Street.
Gentlemen, what is your pleasure?
6. Communication from Tom Remillard, Principal of Building Networks, LLC, regarding proposal to purchase cell phone antenna leases at Derryfield Park.
Gentlemen, what is your pleasure?

TABLED ITEMS

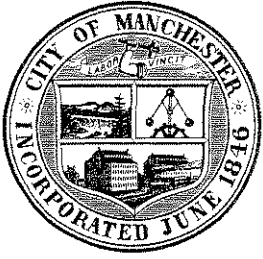
A motion is in order to remove any of the following items from the table for discussion.

7. Communication from Mayor Guinta requesting staff prepare recommendations relating to placing out to competitive/sealed bid parcels located on Granite Street, Phillippe Cote Way and Seal Tanning parking lot as requested by David Brady of Brady-Sullivan.
(Note: tabled 08/22/2006. Previous reports enclosed for informational purposes.)

8. Communication from Ms. France Howard requesting to purchase city-owned parcels known as Map 861, Lots 32 & 32A.
Assessors – range of value \$10,400.
Planning – determined surplus to City needs and recommends sale of two parcels to owner of 126 Phillip Street noting a condition to the sale requiring Lots 32 and 32A be merged with Lot 44 to form a single parcel.
Tax Collector – Map 0861/0032 (\$32.30 in back taxes – not including interests and costs) and Map 0861/0032-A (\$6.69 in back taxes – not including interests and costs).
(Tabled 12/05/2006)

9. Communication from Attorney Craighead, on behalf of Albert Delacey, requesting to purchase city-owned parcel abutting property located at Edna & Claire Streets.
Assessors – range of value \$9,000 (rounded)
Planning – recommend parcel be declared surplus if the intent is to sell it for passive, non-building development purposes noting conditions as outlined herein be attached for any such sale.
Tax Collector – no interest as it is not a tax-deeded parcel.
(Tabled 12/05/2006)

10. If there is no further business, a motion is in order to adjourn.



City of Manchester

Office of the Mayor
Hon. Frank C. Guinta

April 9, 2007

The Committee on Lands & Buildings
One City Hall Plaza
Manchester, NH 03101

Re: FY2008 Budget Message – Policy Recommendation

Dear Chairman Thibault:

As part of my budget message of March 26, 2007, I identified several policy recommendations that I am referring to the Board. As you and your fellow Board members are aware, I have made these recommendations in hope of finding additional savings in government and in order to find a better way to provide city services.

With those principles in mind, I am forwarding one specific policy recommendation to your committee for its consideration. This policy is:

1. Payments-in-Lieu of Taxes:

The City should consider receiving a payment-in-lieu of taxes from the Water Department and the EPD. Currently the city receives free water and sewer from these agencies. Our internal auditor thinks that by changing to a payment-in-lieu of taxes, the average homeowner will benefit from a reduction in taxes compared to the potential increase in fees.

In concept I think this would make sense since it could more equitably distribute our costs from our taxpayers to our ratepayers which includes the contributing towns as well as property tax exempt buildings. However not all parties agree that this would result in a savings for taxpayers. Therefore more research needs to be accomplished to determine the actual savings.

I have also been informed by the City Solicitor that the City may not be allowed under current New Hampshire law to accept a payment-in-lieu of

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taxes from our utilities. If this is so and we decide that we as a city want to do this, we will need to work on a legislative solution as well.

For your convenience I have attached some additional data for your deliberations on this important policy decision. I would be happy to provide additional information to the committee if so requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank C. Guinta". The signature is fluid and cursive, with a large initial "F" and a stylized "G".

Frank C. Guinta
Mayor

Attachment

Payment in Lieu of Taxes

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Water and Sewer Utilities

- Assessed value of property = \$90.7 million
 - Property taxes paid to Manchester = \$0
 - Potential tax revenue = \$1.5 million
- 3
- Unbilled City water and sewer charges provided = approximately \$250K

Water

- Assessed value = \$48 million
- Potential tax revenue = \$809 thousand
- Unbilled General Fund service = \$140 thousand
- Net benefit = \$670 thousand
- Residential percent of revenues = 44%
- Residential percent of net benefit = 64%
- Water pays property taxes to other towns
- Water sells to other utilities and districts

Sewer

- Assessed value = \$42.7 million
- Potential tax revenue = \$720 thousand
- Unbilled service = \$115 thousand
- Net benefit = \$ 605 thousand
- Residential percent of revenues = 59%
- Residential percent of net benefit = 64%
- Other sources of revenue account for 18.4% of revenues

Concept

- Waterworks and EPD receive the benefits of City services
- The taxpayer is subsidizing water and sewer user fees
- Parties on both sides should pay for services received

W

Proposal

- Institute a payment in lieu of taxes for all Waterworks and EPD properties
- Have all City entities, including General Fund and the School District, pay for water and sewer services received

W

Impact

- Approximately .8% decrease in property taxes
- Approximately 3% increase in water and sewer fees paid
- Additional \$1.275 million added to General Fund, net
- Average resident saves approximately \$8/year net

3

Benefit

- Reduces residential property taxes
- Reduces net costs for residents
- Eliminates subsidy for water and sewer users
- Properly reflects true costs and service revenues
- Exports costs to outside the City

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Action

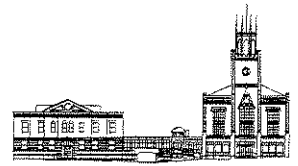
- Adopt concept of assessing a payment in lieu of taxes to Waterworks and EPD

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CITY OF MANCHESTER

Economic Development Office



TO: Lands and Buildings Committee
CC: Board of Mayor and Alderman
FR: Glen Ohlund
RE: Jac-Pac Development Proposal Update
Date: 9 April, 2007

As reported in a memo dated 1/18/07, there was one proposal for development of the former Jac-Pac Site submitted by a team led by Anagnost Investments principal Dick Anagnost.

Major details of that proposal include:

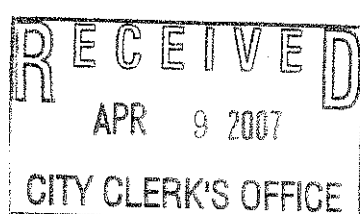
- A mixed use commercial/retail/residential development with the first phase providing 100,000 square feet (SF) of Class A office tenant (in hand). Retail and residential components are proposed to be built concurrently (approx 7500 SF retail and 20,000 SF total residential on 3 floors). The proposal identifies potential for additional office development in the 100,000 SF – 300,000 SF range as office tenants are identified.
- Purchase price offer of three million, six hundred thousand dollars (\$3.6 MM) for the property with 4 acres (+-) on the west side of the railbed donated to the City for open space and Riverwalk expansion.

STAFF OPINION

Both Robert MacKenzie Director of Planning and Glen Ohlund, Development Coordinator for MEDO believe that this proposal warrants further consideration. It meets much of the desired development scenario outlined in the RFP including:

- an office/technology campus with Class A space in the desired range of 250,000-400,000 Square Feet; (the first phase of the Anagnost proposal includes 100,000 SF office tenant)
- retail, restaurant, and entertainment uses to support office tenants and residential customer base;
- a residential component;
- US LEED certified green building standards that will be a model for new development in the City;
- parking facilities to address redevelopment and visitor parking needs;
- public open space in the riverfront area; and
- job creation opportunities that will spur additional investment in Manchester.

Additionally, the proposal meets a significant Strategic Recommendation (Recommendation 1.3) from the Angelou Economics Report #3, citing that the Jac Pac Site should leverage the site's central location with an eye toward creation of a corporate business park, corporate campus, or a hotel/convention center site.



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LACK OF OTHER PROPOSALS

Glen Ohlund conducted follow up calls to the developer community who attended the December 6, 2006 Site Tour and Conference as well as others on the distribution list. There were a number of factors cited as to why they did not submit, including:

- Significant unknowns with the site, especially regarding environmental remediation
- Timing of the RFP in relation to existing workload / size of the developer's shop
- Access to site and surrounding neighborhood complexities
- Lack of a tenant in-hand as preferred in the RFP

A complete summary of collected comments can be obtained through MEDO.

PURCHASE PRICE

There has been some public speculation that the purchase price offered by Dick Anagnost is not as high as it should be. After initial discussions about an appraisal, the Jac Pac Development Review Committee, made up of City Staff, MDC members and a representative from MHRA determined that we would present the proposal and seek input from the Land and Buildings Committee and entire Board of Mayor and Alderman as to whether or not an appraisal was a necessary step in this process. No appraisal was done when the City purchased the property in 2005. Mr. Anagnost offered a number of reasons for his \$3.6 million purchase price including:

- Environmental issues in the \$1-2 million range including underground tanks identified in the Phase 1&2 Haley Aldrich studies, as well as asbestos and PCB's in the buildings further reduce the site's value
- Site Work (Ledge removal) A ledge exists in the middle of the 17 acre site that will need to be removed to facilitate development.
- Demolition and removal of the existing buildings is in the \$800,000-\$1,400,000 range.
- 24 inch sewer and water lines running down Hancock Street will need to be relocated or the project layout may be restricted to work around the existing line.

Mr. Anagnost has suggested a willingness to consider a purchase price in the \$6,000,000 range if the City completes the necessary site work, environmental remediation and demolition of existing buildings.

Some on the Review Committee consider the donation of 4 acres west of the railbed to have a value to the city above that represented by the proposed purchase price.

TECHNICAL QUALIFICATIONS AND EXPERIENCE

Dick Anagnost and the Anagnost Investments Development Team of **Cube3 Architects** and **CLD Consulting Engineers** have provided examples of work product ranging from medical facilities, new and rehabilitated residential development, industrial and corporate office parks, retail stores with specific examples in Manchester including the Chase Block (1037-1045 Elm Street), Bond Building (1015 Elm Street), Harley Davidson Dealership (John Devine Drive) and office space at 33 South Commercial Street as a small sampling.

There is a desire on the part of MEDO to encourage identification of additional commercial users for the site and manage the transfer of the property with assurances that this site will be a strong commercial anchor at South Elm Street with at least 250,000 square feet of commercial tenants.

FINANCIAL QUALIFICATIONS

Anagnost Investments plans to have the land purchase be a cash transaction. Upon entering into a Purchase and Sale Agreement with the City and MHRA, Construction Financing information will be confirmed. With a 100,000 square foot office tenant already identified, Anagnost Investments appears ready to move this development project forward.

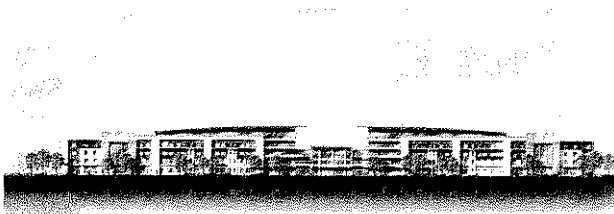
The Review Committee has not seen financial information for this proposal nor have they seen any tenant agreements, the lack of tenant agreement is understandable, as it is proprietary. Mr. Anagnost wants site control of the property before continuing with his due diligence. Due diligence activities will allow him to calculate realistic development proformas and then share these with the City. Mr. Anagnost did state that he has an agreement with the prospective office user for a thirty (30) month window until groundbreaking.

The City has not been provided with any official assurances that the project will take place. Should the City decide to move forward on this project It will be important to itemize these assurances in the Purchase and Sales Agreement and Term Sheets.

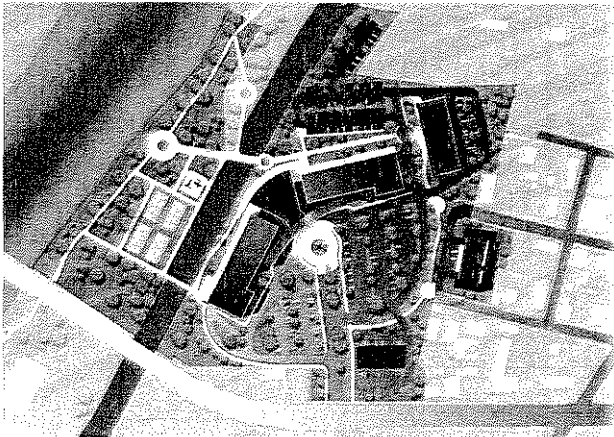
The Jac-Pac Review Committee would like to present this proposal, with the Anagnost Investments Development Team, at the April 17, 2007 meeting of the Lands and Buildings Committee and invites the entire Board of Mayor and Aldermen to attend this presentation. The Review Committee is looking to members of the committee and board for feedback and guidance on continuing the due diligence process or initiating the creation of a Purchase and Sale Agreement that allows the developer to undertake his requested due diligence of the site.

Enclosed are some conceptual options of the Development Plan for illustrative summary only.

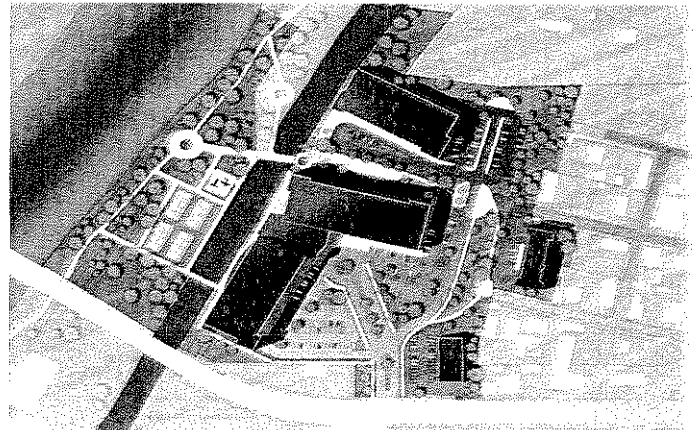
If you have any questions, please call the MEDO office and speak with me or Bob MacKenzie in Planning. Thank you for your attention in this matter.



Conceptual Elevation



Conceptual Site Option 1- Footprint Layout



Conceptual Site Option 2- Footprint Layout



April 4, 2007

City of Manchester
Committee on Lands and Buildings
One City Hall Plaza
Manchester, NH 03101

900 Domain Drive
Stratham, NH 03885

Tel: 603.773.1607
Fax: 603.773.1649

www.cityyear.org

BOSTON

CHICAGO

CLEVELAND

COLUMBIA

COLUMBUS

DETROIT

LITTLE ROCK

NEW HAMPSHIRE

NEW YORK

GREATER PHILADELPHIA

RHODE ISLAND

SAN ANTONIO

SAN JOSÉ/SILICON VALLEY

SEATTLE/KING COUNTY

SOUTH AFRICA

WASHINGTON, DC

Dear Alderman Thibault, Chairman of the Committee of Lands and Buildings:

I am contacting you on behalf of City Year New Hampshire for permission to paint a community mural on the Highway Department building on Maple Street.

City Year is hosting its annual convention, *czygy*, in Manchester the week of June 11-15, 2007. The weeklong conference will convene City Year corps and staff members, corporate sponsors, elected officials and policy makers to celebrate and promote national service.

As a part of the convention, we will be hosting a one-day service event on Friday, June 15, engaging close to 2500 volunteers in projects in and around Greater Manchester. We are interested in painting a community mural on the Highway Department building on the Maple St. wall facing the bowling alley. We will be doing additional projects in this area in collaboration with the Parks Department and the Beech St. Elementary School.

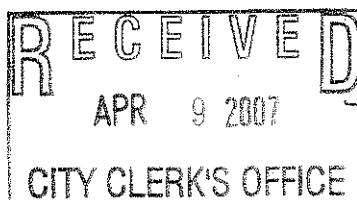
The mural would be designed and approved in collaboration with partnering organizations. The general theme would be community and initial ideas include representing images that represent and highlight places in the Manchester community and the diversity of the community. City Year would be responsible for maintenance of the mural in collaboration with partnering organizations.

I discussed this project with Kevin Sheppard from the Highways Department and he recommended that we put the request before the Building and Lands Committee. He is willing to work together to discuss design ideas and maintenance concerns moving forward.

Thank you for considering our request. If you have any questions, please feel free to contact me at the information below.

Sincerely,
Jen Hallee
Events Manager
jhallee@cityyear.org
(603) 773-1787

Jen Hallee



NATIONAL LEADERSHIP
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CISCO SYSTEMS



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PUTTING IDEALISM TO WORK

Building
NETWORKS
Wireless Real Estate Is All We Do

March 10, 2007

City Of Manchester
908 Elm Street
Manchester, NH 03101

RE: Cell phone antenna(s) at Derryfield Park (ID: 87705-C1)

To City Of Manchester:

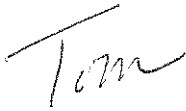
I know of multiple companies that would be interested in making a proposal to purchase your cell phone antenna lease(s).

I am one of the principals of Building Networks, a wireless real estate company located in Hudson, Massachusetts. Since 1996, the principals at Building Networks have worked with a variety of wireless companies and property owners providing a menu of real estate services.

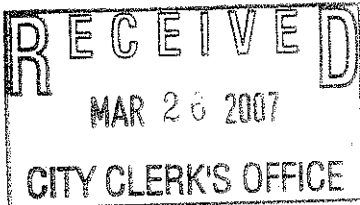
Having participated in dozens of transactions with multiple different buyers and sellers, I am certain that I can add value representing you.

If you are interested in learning more about the lease-buyout process, or if you are actively engaged in negotiations with any potential buyers, please contact me at (978) 562-4140 ext. 115.

Sincerely,



Tom Remillard
Principal
tomr@bldgnet.com
Phone: (978) 562-4140 ext 115



■ Marketing

■ Leasing

■ Financing

■ Consulting

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Building Networks, LLC 43 Broad St., 2nd floor, Hudson MA 01749
P: (978) 562-4140 F: (978) 562-4143 www.bldgnet.com



Office of the Mayor
Hon. Frank C. Guinta

City of Manchester

8-22-06 Tabled

IN BOARD OF MAYOR & ALDERMEN

DATE: August 1, 2006

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Roy

VOTED TO refer to the Committee on
Lands and Buildings

L. H. Berman
CITY CLERK

August 1, 2006

The Honorable Board of Aldermen
One City Hall Plaza
Manchester, NH 03101

Re: Seal Tanning Lot, Granite Street Lot & Phillippe Cote Way

Dear Members of the Honorable Board:

Yesterday my office received an official request from David Brady of Brady-Sullivan Properties requesting that the above referenced parcels, currently owned by the City of Manchester, be placed out for competitive, sealed bid. Having conferred with staff this morning about this matter, it is my recommendation that the Board refer this letter to the Committee on Lands & Buildings for its thoughtful consideration. Furthermore I am asking staff to concurrently prepare recommendations for the committee.

Sincerely,

Frank C. Guinta
Mayor

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PROPERTIES

July 28, 2006

(HAND-DELIVERED)

The Honorable Mayor Frank C. Guinta
Mayor of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Mayor Guinta:

Please accept this letter as affirmation of Brady Sullivan Properties' interest in pursuing the acquisition of certain City-owned properties located within the Historical Millyard District. More specifically, our interests include those properties located on Granite Street, Phillippe Cote Way and the Seal Tanning parking lot.

As property owners of the Waumbec Mill, a 450,000 square foot multiple-use mill complex located nearby the above-referenced subject properties, the critical lack of parking is jeopardizing our efforts to retain existing and procure additional Class A tenants. While this opinion is surely shared by other Millyard owners, we feel it is time for the City to seek out new partners who have a willingness to channel their creative planning resources and private monies to remedy this serious Millyard deficiency. The mere reshuffling of property ownership from municipal to private hands is not an economic development strategy in itself unless it contains specific and immediate initiatives to **create more available parking**. We at Brady Sullivan Properties stand willing to commit our resources to invest in the Millyard's future through the purchase of these properties by adding more structured parking above the at-grade parking tracts referenced-above.

We acknowledge the myriad of complexities, political and economic, that come with the disposition of these municipal assets. A number of fine Millyard buildings have been redeveloped and house businesses whose employees now park on these City-owned lands. Our interests would be to strategically increase the number of available parking spaces for the entire southerly portion of the Millyard through the phased construction of new spaces in structured facilities. We will work with businesses now utilizing these parking areas to protect their economic infrastructural base. Moreover, our professional management of the existing parking assets along with the addition of new structured parking will position us to become involved with other buildings within this neighborhood that are now threatened by demolition due to their dilapidated/deteriorating physical condition.

Given the above, we hereby request the City of Manchester offer the sale of the aforementioned City-owned properties by sealed bid. In doing so, this would ensure an economic return far exceeding that which has been recently considered. The true

670 N. COMMERCIAL STREET MANCHESTER NH 03101
P 603.622.6223 F 603.622.7342
BRADYSULLIVAN.COM

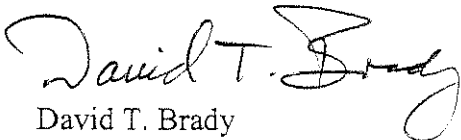
The Honorable Frank C. Guinta
July 28, 2006
Page 2

economic benefit of this approach will be realized in the future as market-inhibiting obstacles are diminished, allowing for the repositioning of the Millyard's built assets. Existing businesses will feel comfortable expanding their operations while new businesses will find the market ready to accommodate their needs.

As mentioned above, we at Brady Sullivan Properties will continue to commit ourselves to work hand-in-hand with the City of Manchester in finding broader solutions to our shared Millyard problems. While our Seal Tanning parking lot initiative would be a necessary first step in mitigating some of the parking shortages now experienced in the Millyard's southern tier properties, we remain steadfast in our desire to partner with the City in the development of the more centrally located Bedford Parking Lot site. The strategic development of this parcel is critical to the continued gentrification of the surrounding Millyard properties, as well as lending new parking infrastructure for future anticipated development on adjacent, underutilized parcels of land. The prospect of introducing new and exciting marketing opportunities within the heart of the Millyard can only be accomplished if the level of private investment is matched by the City's commitment to invest in creative economic development solutions.

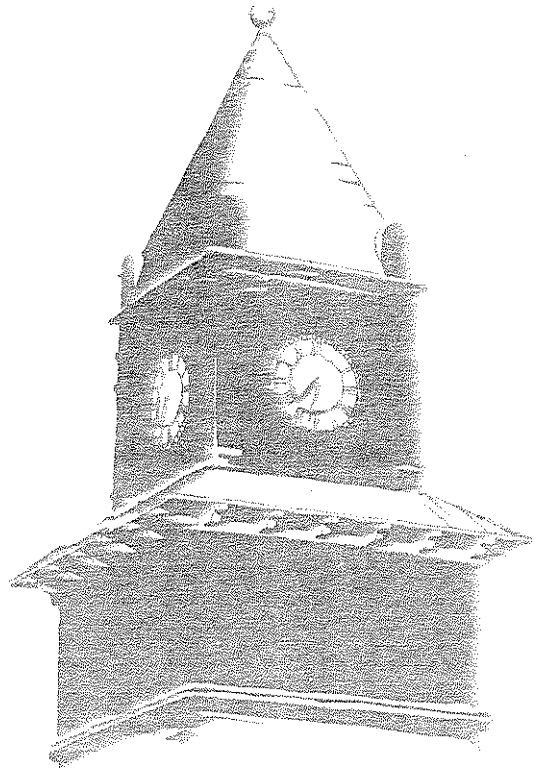
We look forward to your deliberations on our proposal for the disposition of the Seal Tanning parking lot and surrounding municipal parcels as well as the initiation of negotiations relative to the Bedford Parking Lot.

Respectfully submitted,


David T. Brady

cc: Alderman Mark E. Roy
Alderman Theodore L. Gatsas
Alderman Patrick T. Long
Alderman Jerome Duval
Alderman Ed Osborne
Alderman Real R. Pinard
Alderman William P. Shea
Alderwoman Betsi L. DeVries
Alderman Michael Garrity
Alderman George Smith
Alderman Henry R. Thibault
Alderman Armand Forest
Alderman-At-Large Daniel P. O'Neil
Alderman-At-Large Mike Lopez

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IN BOARD OF MAYOR AND ALDERMEN.
MAY 16, 2006.

A TRUE RECORD. ATTEST.


CITY CLERK

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the Board find property known as the Seal Tanning Parking Lot, the Granite Street Parking Lot and land contained within Phillippe Cote Street be declared surplus to City needs and disposed of through sale to 1848 Associates, the abutter, at a price of \$635,500 as predetermined reasonable by outside appraisal and Board of Assessors subject to terms and conditions to be set forth in a Purchase and Sales Agreement enclosed herein.

The Committee notes that it finds just cause to sell such property to the abutter as sale will alleviate parking issues in the Millyard area without financial burden to the City and facilitate future rehabilitation of the Pandora Building.



The Committee recommends that Phillippe Cote Street be discontinued to assist with consummating the sale of all aforementioned properties and provide for the development of same, and that the Board of Mayor and Aldermen suspend the rules and refer such discontinuance to a Road Hearing to be scheduled by the City Clerk at the earliest convenient date without referral to the Committee on Community Improvement, and request the Public Works Director provide a report as soon as practicable to the City Clerk with regard to such discontinuance.

May 16, 2006.

In Board of Mayor and Aldermen.
Failed on roll call.


City Clerk

Respectfully submitted,


Clerk of Committee


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7/2/06-
Tabbed

TECHNOLOGY CENTER

February 21, 2006

Mr. Paul Borek
City of Manchester Economic Development Office
City Hall
Manchester, New Hampshire 03101

Re: Granite Lot; Seal Lot; Phillippe Cote Street

Dear Mr. Borek:

Please allow this letter to serve as a formal request, on behalf of 1848 Associates, to purchase the above referenced parcels from the City of Manchester on the general terms and conditions listed below:

Price: \$635,000.00, as previously discussed

Closing Date: Will vary by parcel. We'd like to close on the Seal Lot as soon as possible. The Granite Lot and Phillippe Cote Street sales would close upon the approval of the street discontinuance and expiration of any and all appeal periods.

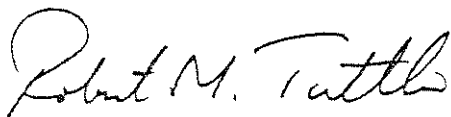
Contingencies:

- Subdivision Approval
- Issuance of a construction easement for the Granite Street Bridge Project through September 30, 2008, with the right to extend this term by nine (9) months provided that during any such extension, the City would provide reasonable alternative parking spaces equivalent to the number of spaces that would have been created in the construction easement area.

Our objectives for purchasing these parcels are two-fold: (i) to meet the short term parking needs of existing tenants in Gateway I, II, and III; and, (ii) to facilitate future rehabilitation of the Pandora Building. If these parcels are purchased, 1848 Associates will commit to add a parking deck to the Seal Lot at 1848 Associates expense. This will alleviate growing parking problems for Autodesk and Texas Instruments, without any financial burden on the City. Rehabilitation of the Pandora Building will require additional parking in the future and 1848 Associates assumes that such parking needs to be created privately, without financial burden to the City. This land purchase would facilitate such action.

Thank you for your attention to this matter and please feel free to contact me should you wish to discuss this further.

Sincerely,



Robert M. Tuttle
General Partner

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02-07-2006 RCVD

**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission
Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

MEMORANDUM

TO: Sean Thomas, Mayor's Assistant
Paul Borek, Economic Development
Robert MacKenzie, Director of Planning

FROM: Frank C. Thomas, P.E.
Public Works Director *oxc/*

DATE: February 6, 2006

NO: #06-007

SUBJECT: Pandora – Sale of Parking Lots

The agreed upon selling for the two lots plus the street was \$635,500.

Enclosed is a summary of how we got the \$635,500 figure (speaking bullets for committee meeting). Also enclosed, is a letter from CLD that defines the savings to the City. Lastly, enclosed is a draft letter that I had prepared for the Committee of Lands and Buildings.

Give me a call if you have any questions pertaining to this matter.

/c

Encl.

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PANDORA PROPOSAL

- In the fall of 2004 we received bids for the Granite Street Widening Project. The bids were extremely high and were rejected.
- In talking with contractors we determined that the Project should be broken up in phases to reflect roadwork or bridgework. We also heard that there was a need for adequate staging/work area, especially, on the eastside.
- We made the decision to break the project into 3 phases. The first phase would be the westside and would be included in the States Interchange Project. The second phase would be the Granite Street Bridge Widening and work on the Granite Street Parking Lot. The final phase would be from Commercial Street easterly to Canal Street or Elm Street, based on available funds.
- In order to secure adequate staging, we approached Don Clark, because he was the major leaseholder of spaces in the Granite Street Lot and had control over the abandon Pandora Property. (Westside, State controlled.)
- Don Clark informed us that they had someone interested in the Pandora Property as a hotel and would like to discuss the purchase of both the Granite Street Lot and the Seal Tanning Lot and the discontinuance of Phillipe Cote Street. It was indicated that they would build decks on the lots to provide adequate parking.
- Mr. Clark assured us that staging issues would be worked out. In addition, if the project went forward the City would not have to build all the proposed retaining walls around the Granite Street Lot and would not have to excavate the lot as proposed. (Substantial project costs savings.)
- The City set up a Team to move the proposal forward. Team: Frank Thomas and Dennis Ancil, Highway, Kevin Clougherty and Randy Sherman, Finance, Bill Jabjiniak, Destination Manchester, Tom Clark, Solicitors, Bob MacKenzie, Planning, Steve Hamilton, Assessors and Mike Colby, Mayor's Office.
- The Proposal looked good to everyone in that the major development would increase the City's Tax Base, the developers would provide additional parking and the City would save construction costs on the Granite Street Project.
- The City's Parking Consultant noted to us that the City didn't need the two lots in question where they basically only provided parking to the direct abutters. They had no concerns over the City selling these lots.
- The City had an appraisal (Bramley), Clark had an appraisal (Freneau) and a review appraisal was conducted by the City (Crafts). Crafts concluded that it would be appropriate to rely on fee simple value of the Freneau appraisal.

- The Fremeau Appraisal noted a value to the properties of \$1,920,000. The potential savings to the City was identified by City consultants at \$1,284,500 (Based on actual bids, the potential savings is \$1,540,500, which does not include any indirect savings due to having an adequate staging area.) See attached. The resulting net sale price was \$635,500.

SUMMARY
APPRAISALS – PANDORA AREA
June 2, 2005

	Freneau
Granite Street Lot	\$440,000
Seal Tanning Lot	\$850,000
Cote Street	\$630,000
Total	\$1,920,000
Potential Savings	(\$1,284,500)
Net Total	\$635,500



540 Commercial Street Manchester, NH 03101
(603) 668-8223 • Fax: (603) 668-8802
cld@cldengineers.com • www.cldengineers.com
New Hampshire • Vermont • Maine

TO: Francis C. Thomas, P.E.

FROM: Roch D. Larochelle, P.E.

DATE: July 25, 2005

RE: Manchester 14025
Granite Street Widening
CLD Reference No. 00-0210

SUBJECT: Granite Parking Lot Redevelopment Costs

The purpose of this memo is to document and update the estimated value of certain construction costs associated with the proposed reconstruction of the City-owned parking lot known as the "Granite Lot", which is bounded by Granite, Commercial and Philippe-Cote Streets. As was first outlined in our memo dated February 2, 2005, the costs as outlined below would likely be eliminated/deducted from the ultimate cost of the City's Granite Street widening project given the event that the Granite Lot and adjacent Pandora building are privately redeveloped into a new use, including the construction of a new private parking garage.

As previously documented, anticipated City contract deducts would include the value of reconstruction of the Granite Lot (Jillian's Lot) including an extensive retaining wall system and associated work efforts along Granite, Commercial and Philippe-Cote Streets. In its place would stand a proposed parking deck that would be constructed adjacent to the newly constructed Granite Street Widening.

Given the recent bids that were accepted for the City's bridge project on July 20th, we have now taken the opportunity to review our original cost estimates to base them on current and actual prices. That being stated, the values noted below reflect adjustments made by evaluating and averaging the unit costs as presented by the four bidders for that project. It should be noted however that until a parking garage design is completed for the subject site, there remains some uncertainty in the value for the Granite Street retaining wall work until a design has been completed for the Pandora Parking Garage and the union between this structure and Granite Street can be better defined. Additionally, as was referenced in the original February 2005 memo, there are also other hard costs that have been identified by City staff that total approximately \$300,000 and relate to the future programmed maintenance and/or rehabilitation costs for the subject parking lot and Philippe-Cote Street.

The updated estimate potential cost-offset to the City's Granite Street project in anticipation of the proposed private development is summarized as follows:

Memorandum to Francis C. Thomas, P.E.
CLD Reference No. 00-0210
July 25, 2005
Page - 2

1. Granite Lot Reconstruction:	\$500,000 (includes Philippe Cote St. Reconstruction)
2. Retaining Wall Construction:	\$390,000 (Granite St. Sta. 116+67 to Commercial St.)
3. Retaining Wall Construction:	\$320,000 (Commercial/Granite/Philippe Cote)
4. Future Maintenance Costs:	\$10,500 (Philippe Cote Ave resurfacing)
5. Future Maintenance Costs:	<u>\$320,000 (Seal Tanning Lot resurfacing)</u>
Subtotal:	\$1,540,500

Based on the information provided herein, the value stated remains an approximate cost subject to final City approvals for the transfer of ownership for certain tracts of land as well as design engineering/project coordination for the proposed parking garage construction at the Granite Lot.

cc: Dennis Anctil City of Manchester
Ken Rhodes CLD

7



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission
Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

DRAFT

August 2, 2005
#05-070

Lands and Buildings Committee of the
Alderman Henry R. Thibault, Chairman
City Clerk's Office
One City Hall Plaza,
Manchester, New Hampshire 03101

Re: Pandora Proposal

Dear Alderman:

City staff supports the sale of the Granite Street Parking Lot, the Seal Tanning Parking Lot and the discontinuance and sale of Phillippe Cote Street for the following three main reasons:

1. Construction costs on the Granite Street Widening Project will be reduced by approximately \$1.2 million.
2. Additional parking will be provided in the Millyard without the investment of any City funds.
3. \$10 million of new development will be added to the City's tax base.

In the fall of 2004 the City received bids for the Granite Street Widening Project, which were extremely high and later rejected. In reviewing the issue with contractors, we determined that the project should be broken into three phases made up separately of roadwork and bridgework. It also became apparent that contractors had concerns with coordination issues on the west side due to ~~multi~~ contractors working in the same area and the need to have an adequate staging area on the east side for the bridgework. As a result, the use of the Granite Street Parking Lot for a staging area became a high priority for a successful project.

multiple

Over the winter, we approached Mr. Don Clark who represents 1848 Associates who is a major leaseholder of spaces in the Granite Street Lot and owners of the Pandora Property regarding our Granite Street Project and the issue of contractor staging. Mr. Clark at this time informed us that they had someone interested in the Pandora Property as a hotel. He went on to say that they had a desire to talk to the City about purchasing the Granite Street Lot, the Seal Tanning Lot and Phillippe Cote Street in order to make their project a reality. It was noted that a parking deck would be constructed from the Pandora Building southerly across the Granite Street Lot as part of the hotel project and that they had a further desire to build a future parking deck over the Seal Tanning Lot to provide additional parking.

DRAFT

It became apparent in our discussions with Mr. Clark that if the City accepted this proposal, there would be substantial savings in Granite Street construction costs. These savings would be realized by not having to reconstruct the Granite Street Lot by excavating it to one level and building retaining walls along the Commercial Street and Phillippe Cote Street sides. These potential savings were extremely appealing in that increases in the cost of construction materials has clearly jeopardized the completion of the entire Granite Street Widening Project without a sizable additional City appropriation. In addition, we also determined that there would be savings in not having to perform scheduled maintenance on the Seal Tanning Lot.

Believing that this proposal had merit, a City Team was created to move this proposal forward. This Team consisted of Frank Thomas and Dennis Anctil from Highway, Kevin Clougherty and Randy Sherman from Finance, Bill Jabjiniak from Destination Manchester, Tom Clark from the Solicitor's, Bob MacKenzie from Planning, Steve Hamilton from the Assessors and Mike Colby from the Mayor's Office.

An appraisal to determine the value of the properties was performed by the City and another one performed by 1848 Associates. Due to a wide spread between appraisals, a review of the appraisals was made by Crafts Appraisals for the City. This review recommended utilizing the one prepared by Fremeau Appraisal, Inc., which placed a value on the properties of \$1,920,000. A value of \$1,284,500 was identified by City consultants as savings resulting from not having to do the construction work on the Granite Street Lot and the scheduled maintenance work on the Seal Tanning Lot. (This amount based on actual bids recently received is now estimated at \$1,540,500.) Discounting the appraised value of the property by \$1,284,500 resulted in a net selling price of \$635,500.

The City's Parking Consultant was next contacted to determine if the City should retain ownership of these lots in order to preserve our ability to build parking structures on them in the future. The Parking Consultant responded by saying that the site of these two lots basically only provides parking for the directly abutting businesses and that a future parking structure should ideally be located in the center of the millyard in the area of the Bedford Street Lot. Therefore, the Parking Consultant did not have any concerns over the City potential selling these lots.

As a result of the above, it is recommended that you find these properties as surplus, that you waive the need to competitively bid the sale of these properties, that you accept the proposed selling price of \$635,500, that you recommend the discontinuance of Phillippe Cote Street and further recommend the same to the Board of Mayor and Aldermen.

August 2, 2005
Pg. (3)

DRAFT

I will be available to answer any questions you may have on the matter.

Very truly yours,

Frank Thomas, P.E.
Public Works Director

/c

cc: Robert A. Baines, Mayor
Kevin Clougherty
Randy Sherman
Paul Borek
Tom Clark
Robert MacKenzie
Steve Hamilton
Mike Colby

7

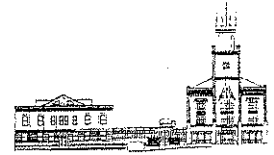


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

February 21, 2006

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Seal Tanning lot and Granite Street lot*

Honorable Committee Members:

The abutting property owners have expressed an interest in acquiring the above referenced City owned lots.

Background: These lots were leftover parcels from the redevelopment of the Millyard by the MHRA. Since that time they have been used for parking by the abutting property owners who are currently requesting their purchase. It should be noted that the Public Works Department has indicated that a significant amount of money can be saved (exceeding \$1,000,000) if they do not have to rebuild the Granite Street lot as part of the Granite Street reconstruction project.

Surplus Determination: The draft parking study has recommended that these two parking lots are not required for a long term parking program. As such, we would recommend that the lots be determined surplus to City needs.

Method of Sale: Normal disposition would be by public sale. In this situation, the Committee and Board may find public purpose for selling the properties to the requesting party for the following reasons:

- 1) The requesting party is the primary abutter to the Seal Tanning lot and is the only abutter to the Granite Street lot;
- 2) The requesting party has been the primary user of the lots for at least the last fifteen years; and
- 3) Sale of the lots will likely increase the business activity in the three existing redeveloped buildings and may lead to the redevelopment of the Pandora Building.

If there are any questions, staff will be available at the committee meeting.

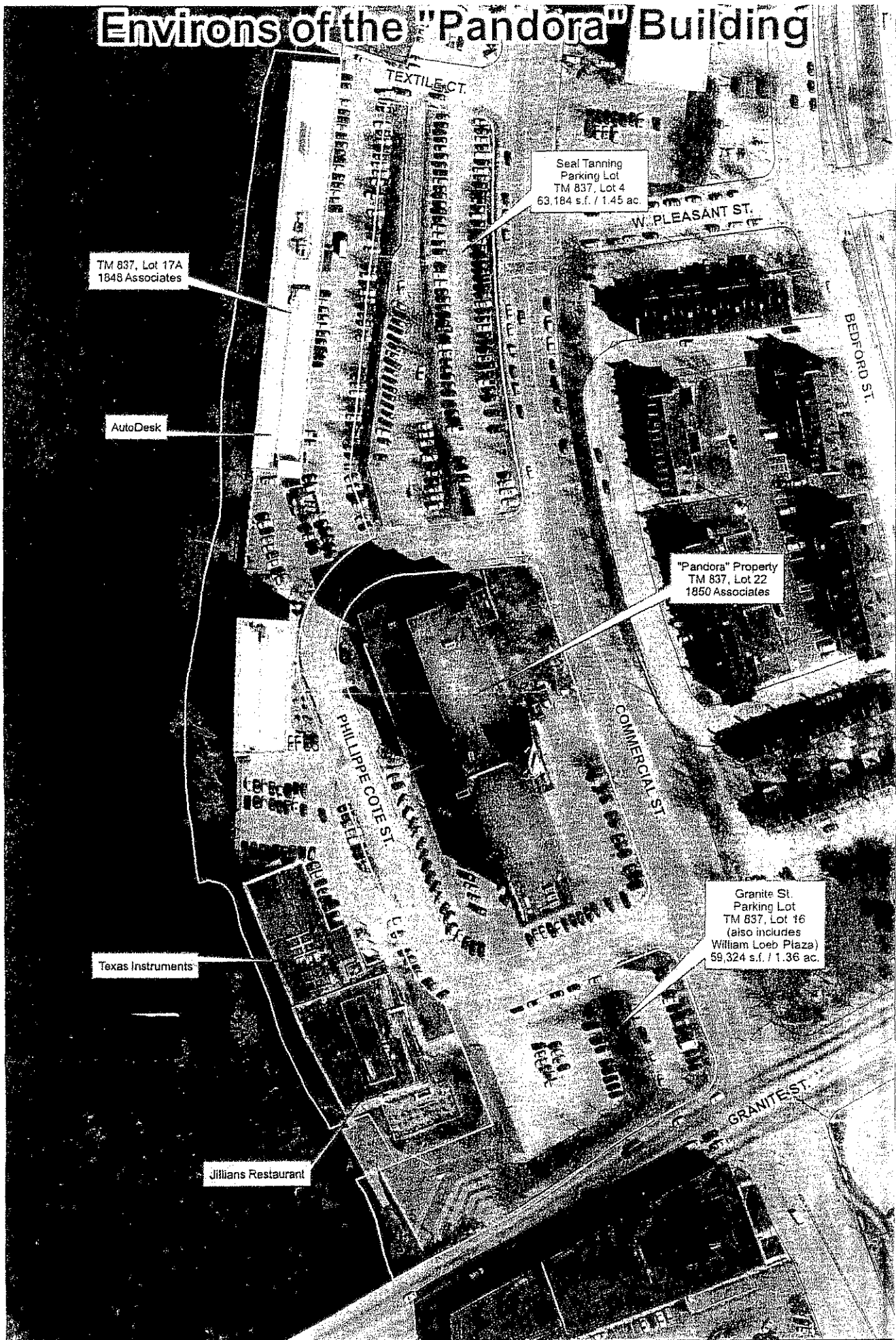
Sincerely,

David J. Beauchesne

for Robert S. MacKenzie, AICP
Director of Planning and Community Development

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

Environs of the "Pandora" Building



TM 837, Lot 17A
1848 Associates

AutoDesk

Seal Tanning
Parking Lot
TM 837, Lot 4
63,184 s.f. / 1.45 ac.

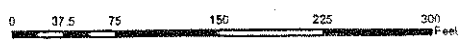
"Pandora" Property
TM 837, Lot 22
1850 Associates

Granite St.
Parking Lot
TM 837, Lot 16
(also includes
William Loeb Plaza)
59,324 s.f. / 1.36 ac.

Texas Instruments

Jillians Restaurant

1. This map was created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on February 21, 2006.
2. Aerial photo taken in April, 2003.





City of Manchester
Office of the Tax Collector

City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

Memorandum

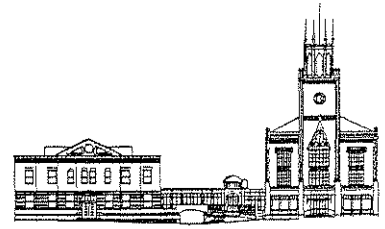
DATE: March 21, 2006
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector *Joan*
RE: Phillippe Cote Street and nearby parking
lots

The properties located at Phillippe Cote Street, Granite Street Parking lot and Seal Tanning Parking lot are not tax-deeded parcels. As such, the Tax Collector's office has no interest in their disposition.



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



David M. Cornell, Chairman
Thomas C. Nichols
Stephan W. Hamilton

Christine Hanagan
Assistant to Assessors

To: Committee on Lands and Buildings
From: Board of Assessors *D. M. C.*
Date: March 22, 2006
Re: Granite Lot, Seal Tanning Lot, and Phillippe Cote Street

Dear Committee Members:

As part of the disposition process of City owned land the fair market value of a property must be established. The Board of Assessors recommends that the Committee order an outside fee appraisal pursuant to Section 34:19 of the Code of Ordinances.

The following appraisals were performed on the above-mention lots:

- Robert G. Bramley was hired by the City to perform an appraisal
- Joseph G. Fremeau was hired by 1848 Associates to perform an appraisal
- John M. Crafts was hired by the City to review both appraisals.

After reviewing all appraisal reports, we believe that the assumptions made in Fremeau's appraisal are better supported, and thus are a better indicator of market value; Mr. Crafts also shares this opinion. It would appear that the Committee should accept Fremeau's opinion of value. We remain available to answer any questions the committee might have concerning this matter.

Sincerely,

David M. Cornell
David M. Cornell

Thomas C. Nichols
Thomas C. Nichols

Stephan W. Hamilton
Stephan W. Hamilton

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made by and between 1848 Associates, a New Hampshire limited partnership, with a mailing address of 340 Commercial Street, Manchester, New Hampshire 03101 (hereinafter "Purchaser") and the City of Manchester, a New Hampshire municipal corporation, having principal offices at One City Hall Plaza, Manchester, New Hampshire, 03101 (hereinafter "Seller").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller wishes to sell and Purchaser wishes to buy three certain properties together with all appurtenant easements, improvements, fixtures and appurtenances, attached or affixed thereon and, except as set forth herein, all rights in adjacent streets or roads, all riparian rights, all assignments of contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively the "Premises").

1.02 Purchaser having represented to the Seller that it will:

- A) Add a parking deck to the Seal Tanning Lot at the Purchaser's expense.
- B) Create privately, without any expense to the Seller, such additional parking as the potential rehabilitation and/or redevelopment of the Pandora Building may require.
- C) Actively pursue the potential rehabilitation and/or redevelopment of the Pandora Building, such potential rehabilitation and/or redevelopment to be accomplished without any expense to the Seller.

2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Purchaser agrees to purchase all of Seller's interest in the Premises.

3. PURCHASE PRICE, ADDITIONAL PAYMENT, AND MODE OF PAYMENT

3.01 Purchase Price. The Purchase Price for the Premises shall be Six Hundred Thirty Five Thousand Dollars (\$635,000.00) (the "Purchase Price").

3.02 Additional Payment. In addition to the Purchase Price, Purchaser shall pay an additional \$200,000.00 (the "Additional Payment") to the Seller to reimburse the Seller for the additional costs associated with the modified construction of a retaining wall along Granite Street (adjacent to Parcel III of the Premises). Said retaining wall shall be constructed and maintained by the Seller and the modified design is being constructed so that the Purchaser may excavate and construct certain parking lot improvements to Parcel III.

3.03 Escrow of Purchase Price and Additional Payment. Upon execution of this Agreement, Purchaser shall pay the sum of the Purchase Price and the Additional Payment (a total of \$835,000.00) to the City of Manchester, City Solicitor's Office, to be held in escrow (the "Escrowed Funds") in an interest bearing account with interest to be reported as the income of Buyer (tin___) and interest credited to Buyer.

- (i) Upon completion of the construction of the retaining wall along Granite Street referred to in section 3.02 above, a portion of the Escrowed Funds shall be paid to Seller to reimburse Seller for the actual additional cost to the Seller of constructing that retaining wall at the increased depth necessary to accommodate Purchaser's planned use of the Granite Lot, rather than the depth otherwise required (hereafter the "Additional Cost"). If the Additional Cost is less than \$200,000.00, a portion of the Escrowed Funds, equal to \$200,000.00 minus the Additional Cost, shall be refunded to Purchaser. If the Additional Cost is greater than \$200,000.00, Purchaser shall pay to Seller, upon demand, the excess of the Additional Cost over \$200,000.00
- (ii) \$530,000.00 of the Escrowed Funds shall be paid to the Seller to pay the portion of the Purchase Price due at the Parcel II Closing as provided in section 4, below.
- (iii) \$105,000.00 of the Escrowed Funds shall be paid to the Seller to pay the portion of the Purchase Price due at the Parcel I and Parcel III Closing as provided in section 4, below.
- (iv) Interest earned on the Escrowed Funds shall be paid to Purchaser upon demand.

4. CLOSING, TIME AND PLACE

4.01 The Closing of the sale of Parcel II (the "Parcel II Closing") shall take place on or before thirty (30) days after satisfaction by the Seller of the so-called "surplus property" procedures contemplated by Section 6.04 plus any applicable appeals period(s).

4.02 The Closing of the sale of Parcel I and Parcel III (the "Parcel I and Parcel III Closing") shall take place on or before thirty (30) days after the last of: (i) the satisfaction of the termination of the public ways contemplated by Section 6.03 plus any applicable appeals period(s); (ii) the satisfaction by the Seller of the so-called "surplus property" procedures contemplated by Section 6.04 plus any applicable appeals period(s); or (iii) receipt by the Seller of subdivision approval for the Premises contemplated by Section 6.05 plus any applicable appeals period(s).

4.03 The Closings shall take place at the City Solicitor's Office, One City Hall Plaza, Manchester, New Hampshire.

5. OBLIGATIONS OF THE PARTIES AT CLOSING

5.01 At each Closing, Seller shall deliver to Purchaser

(i) a quitclaim deed of its interest in the Premises being conveyed in statutory form, conveying clear, record and marketable title in fee simple absolute (the "Deed"). Each Deed shall contain a restriction in favor of the Seller limiting new construction and uses on the Premises to those associated with the use of the Premises for parking facilities and parking purposes unless the Board of Mayor and Aldermen of the Seller approves otherwise. Each Deed shall be subject to the existing current public utilities on the Premises. The Deed of Parcel III will also contain a temporary construction easement for the Seller to use a portion of Parcel III, as set forth on Exhibit A, as a construction staging area, for Seller's widening of Granite Street. The easement shall terminate on September 30, 2008 or sooner if the Seller has completed all of it improvements/constructions on Granite Street.

(ii) mechanics lien and parties in possession affidavits by Seller, and other forms and affidavits as reasonably and customarily required by Purchaser's lender or title insurance company for transactions of this type and nature.

(iii) a copy of Seller's vote(s), authorizing resolutions, or similar evidence, authorizing sale of the Premises.

5.02 At Closing, Purchaser shall deliver to Seller:

(i) the designated portion of the Purchase Price (from the Escrowed Funds as provided above).

(ii) a copy of Purchaser's, or its assignee's, vote(s), authorizing resolutions, or similar evidence, authorizing the purchase of the Premises.

(iii) real estate transfer and other forms and affidavits customarily required.

5.03 At each Closing (i) the Premises will be conveyed in the same condition as the date hereof, reasonable wear and tear excepted, free of tenants and any personal property of Seller, and (ii) the title to the Premises will be in the same condition as of the date of Purchaser's title examination.

5.04 Purchaser shall commence construction of a parking deck on Parcel II on or before 12 months after the Parcel II Closing referred to herein and shall complete construction of that parking deck on or before 36 months after the Parcel II Closing referred to herein

6. DELIVERIES PRIOR TO CLOSING, INSPECTIONS, DUE DILIGENCE AND CONDITIONS TO CLOSING

6.01 Purchaser shall have until 5:00 p.m. of the thirtieth (30th) calendar day after the last party executes this Agreement to undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If defects or flaws in title are of such character that they may be readily remedied or removed by Seller, then, upon receipt of the notice, Seller shall promptly institute and prosecute proceedings to remedy such defects, and upon giving return written notice to Purchaser to that effect, Seller shall be entitled to sixty (60) days from Purchaser's notice to correct such title defects. If Seller is unable to remedy title within said sixty (60) day cure period, then Purchaser may either: (i) terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement, or (ii) Purchaser may elect to accept such title as Seller can deliver, with no reduction of the Purchase Price.

6.02 Purchaser shall have until 5:00 p.m. of the thirtieth (30th) calendar day after the last party executes this Agreement (the "Due Diligence Period") to undertake at its sole cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Premises; and (iv) a review of any and all matters, information and documentation relating to or concerning the Premises. If Purchaser shall discover or determine prior to the expiration of the Due Diligence Period that it or its lender(s) are not satisfied in any way with the status of the Premises or the results of any of its due diligence or inspections, Purchaser shall have right to terminate this Agreement by written notice to Seller on or before ten days after expiration of the Due Diligence Period whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the

retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement.

6.03 The parties obligations as to Parcels I and III are expressly contingent upon the Seller legally discontinuing Phillippe Cote Street, so-called, and any other portion of the Premises which are a public street or public way. Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to discontinue Phillippe Cote Street, so-called, and any other portion of the Premises which are a public street or public way, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement. This paragraph shall not be interpreted so as to require any particular vote by the Board of Mayor and Aldermen on the discontinuance of Phillippe Cote Street.

6.04 This Agreement is expressly contingent upon the Seller complying with and satisfying the provisions of the so-called "surplus property" ordinance for the City of Manchester and receiving all approvals and consents necessary to convey the Premises to Purchaser in accordance with this Agreement (collectively the "Seller Approvals"). The Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to obtain the Seller Approvals, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement.

6.05 This Agreement is expressly contingent upon the Seller obtaining and receiving subdivision approval necessary to convey the Premises (the "Subdivision Approval"). Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to obtain and receive Subdivision Approval, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement. This paragraph shall not be interpreted so as to require any particular vote by the Manchester Planning Board on any request for subdivision approval.

6.06 Upon execution of this Agreement Seller shall deliver to Purchaser copies of any and all reports, materials or information in its possession relating to the title, environmental condition, structural condition or other aspect of the Premises and any and all surveys or plans in Seller's possession in connection with the Premises (collectively the "Reports"). In the event that Purchaser terminates this Agreement in accordance

herewith, Purchaser shall return all Reports to the Seller, together with any and all reports, plans, materials, studies or information prepared by or obtained by Purchaser, at no cost to Seller.

7. OCCUPANCY, TENANTS

7.01 As to each Parcel Purchaser shall be entitled to occupancy on the date of Closing, free of all rights of use or possession by Seller and/or any other tenant except for the temporary construction easement on Parcel III referenced in Section 5.01(i), above. Seller agrees that it will deliver the Premises on the Closing free and clear of all personal property of Seller and all tenants or any other right of tenancy or occupancy.

8. ACCESS TO PREMISES/RECORDS

8.01 Between the date hereof and the date of Closing, Purchaser and Purchaser's representatives shall be permitted access to the Premises at reasonable times in order to conduct any due diligence or inspections it desires as contemplated herein. In the course of making such inspections, Purchaser shall not unreasonably interfere with Seller's or the public's use of the Premises. In the event the Closing does not take place as provided herein, Purchaser shall at its sole cost and expense restore the Premises as nearly as possible to its condition existing prior to the time of said examinations. All engineers and other representatives of Purchaser performing such tests and examinations upon the Premises shall be adequately insured with coverages and limits approved by the City of Manchester's Risk Manager.

9. DEFAULT

9.01 In the event of Purchaser's default hereunder, then: Purchaser shall not be entitled to return of any portion of the Escrowed Funds necessary to pay the Additional Cost referred to in section 3.03(i) above]; Seller shall be relieved of any further obligation to make any additional conveyances hereunder; \$50,000.00 of the Escrowed Funds shall be paid to Seller as liquidated damages; the balance of the Escrowed Funds shall be paid to Purchaser; and each party shall be discharged from further obligation hereunder.

9.02 In the event that Seller defaults hereunder Purchaser, (i) may terminate this Agreement, whereupon the remaining Escrowed Funds promptly shall be refunded to Purchaser, or (ii) seek specific performance and the costs of seeking said specific performance.

10. MISCELLANEOUS

10.01 This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

10.02 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.03 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms.

10.04 Assignment. Purchaser may assign its rights hereunder to related entity(s) on the condition that the assignee(s) assume(s) all Purchaser's obligations relating to the subject premises that are conveyed to the assignee.

[PAGE ENDS HERE, SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument as of the date first above written.

PURCHASER:

1848 ASSOCIATES

Witness

By: _____
Name: _____
Title: _____

Dated: _____

SELLER:

THE CITY OF MANCHESTER

Witness

By: _____
Name: _____
Title: _____

Dated: _____

REVIEW AND APPROVED BY THE CITY
OF MANCHESTER CITY SOLICITOR:

By: _____

Name:

Title:

EXHIBIT A

Property Descriptions

PARCEL I – PHILLIPPE COTE STREET LOT

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, designated as Cote Street and shown on a plan entitled "Manchester Housing Authority, N.H. R-7, Amoskeag Millyard Project, Beggs & Cobb Corporation and Pandora Industries, Inc., Subdivision & Disposition Plan of Parcels 1-20, 1-25, 1-27 & 1-36" dated April 14, 1977, last revised April 24, 1979; prepared by Metcalf & Eddy Inc. and Thomas F. Moran Inc. and recorded at the Hillsborough County Registry of Deeds as Plan No. 14770; bounded and described as follows:

Beginning at a point on the westerly sideline of Commercial Street at its intersection with the southerly sideline of Cote Street (currently known as Phillippe Cote Street) at a point of curvature; said point being the southeasterly corner of the parcel herein described;

Thence, westerly, northerly and easterly along said Cote Street on the following courses: along a curve to the left having a radius of 19.00 feet, an arc distance of 29.96 feet; South $69^{\circ}59'55''$ West, a distance of 156.42 feet; along a curve to the right having a radius of 86.98 feet, an arc distance of 136.15 feet; North $20^{\circ}19'05''$ East, a distance of 306.98 feet; along a curve to the right having a radius of 113.00 feet, an arc distance of 87.30 feet; along a curve to the right having a radius of 141.50 feet, an arc distance of 152.84 feet; North $85^{\circ}49'50''$ East, a distance of 90.65 feet; along a curve to the left having a radius of 19.00 feet, an arc distance of 32.22 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: along a curve to the left having a radius of 1530.00 feet, an arc distance of 87.97 feet to the southerly sideline of Cote Street at a point of curvature;

Thence, westerly, southerly and easterly along said Cote Street on the following courses: along a curve to the left having a radius of 19.00 feet, an arc distance of 26.38 feet; South $85^{\circ}49'50''$ West, a distance of 102.96 feet; along a curve to the left having a radius of 175.00 feet, an arc distance of 52.06 feet; along a curve to the left having a radius of 55.00 feet, an arc distance of 29.15 feet; along a curve to the left having a radius of 77.00 feet, an arc distance of 78.94 feet; South $20^{\circ}19'05''$ East, a distance of 304.68 feet; a curve to the left having a radius of 39.98 feet, an arc distance of 62.58 feet; North $69^{\circ}59'55''$ East, a distance of 159.95 feet; along a curve to the left having a radius of 19.00 feet, an arc distance of 29.74 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: South $19^{\circ}40'05''$ East, a distance of 88.00 feet to the point or place of beginning.

Parcel I shall also include any additional land situated between Phillippe Cote Street (as shown on said Plan) and Parcel III as hereafter described.

PARCEL II – LOT 1-36

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, designated as Lot 1-36 and shown on a plan entitled "Manchester Housing Authority, N.H. R-7, Amoskeag Millyard Project, Beggs & Cobb Corporation and Pandora Industries, Inc., Subdivision & Disposition Plan of Parcels 1-20, 1-25, 1-27 & 1-36" dated April 14, 1977, last revised April 24, 1979; prepared by Metcalf & Eddy Inc. and Thomas F. Moran Inc. and recorded at the Hillsborough County Registry of Deeds as Plan No. 14770; bounded and described as follows:

Beginning at a point on the northerly sideline of Cote Street (currently known as Phillippe Cote Street) at its intersection with the division line between Lot 1-25 on the west and the parcel herein described on the east; said point being the southwesterly corner of the parcel herein described;

Thence, northerly along said Lot 1-25 on the following courses: North $17^{\circ}39'55''$ West, a distance of 72.81 feet; North $05^{\circ}43'50''$ East, a distance of 393.28 feet; North $64^{\circ}04'15''$ East, a distance of 9.08 feet to the southerly sideline of Textile Court;

Thence, easterly along said Textile Court on the following courses: South $80^{\circ}02'05''$ East, a distance of 89.16 feet; along a curve to the right having a radius of 19.00 feet, an arc distance of 27.62 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: along a curve to the left having a radius of 1530.00 feet, an arc distance of 389.76 feet to the northerly sideline of Cote Street at a point of curvature;

Thence, westerly along said Cote Street on the following courses: along a curve to the right having a radius of 19.00 feet, an arc distance of 32.22 feet; South $85^{\circ}49'50''$ West, a distance of 90.65 feet; along a curve to the left having a radius of 141.50 feet, an arc distance of 50.34 feet to the point or place of beginning.

Being 61,552 square feet more or less.

PARCEL III – PORTION OF LOT 1-20

**PORTION OF LOT 1-20
GRANITE LOT**

Beginning at a point on the easterly sideline of Lot 1-25 (a/k/a Gateway 1) at the new proposed southerly right of way line of Phillippe Cote Street; said point being South 19°59'35" East, a distance of 19.94 feet more or less from the current southerly sideline of Phillippe Cote Street at its intersection with the division line between Lot 1-25 on the west and Lot 1-20 on the east; said point being the northwesterly corner of the parcel herein described;

Thence, South 87°25'39" East, a distance of 45.89 feet;

Thence, North 70°29'23" East, a distance of 172.81 feet;

Thence, South 63°19'22" East, a distance of 16.83 feet;

Thence, South 19°55'09" East, a distance of 75.00 feet;

Thence, South 20°26'08" West, a distance of 30.25 feet;

Thence, South 60°25'37" West, a distance of 209.95 feet;

Thence, North 19°59'35" West, a distance of 164.28 feet to the point or place of beginning.

Being 28,877 square feet more or less or 0.66 acres more or less.

Temporary Construction Easement Area
(insert description)

*To the Honorable Board of Mayor and Aldermen of the
City of Manchester:*

*The Undersigned respectfully represent that for the accommodation of the
public there is occasion for discontinuing a highway.*

Beginning at the northerly point of tangency of **Phillippe Cote Street** at Commercial Street to a point; thence, S 12-58-24 E a distance of 87.96', crossing Phillippe Cote Street and along the westerly line of Commercial Street to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 26.38', and whose long chord bears N 54-23-39 W a distance of 24.31' to a point; thence, S 85-49-50 W a distance of 102.96' to a point; thence along a curve to the left, having a radius of 175.00' and an arc length of 52.06' to a point; thence, along a curve to the left, having a radius of 55.00' and an arc length of 29.15' to a point; thence, along a curve to the left, having a radius of 77.00' and an arc length of 78.94' to a point; thence, S 20-19-05 E a distance of 304.68' to a point; thence, along a curve to the left, having a radius of 39.98 and an arc length of 62.58' to a point; thence, N 69-59-55 E a distance of 159.95 to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 26.03' to a point; thence S 08-30-30 E a distance of 67.44' across the southerly end of Phillippe Cote Street and along the westerly line of Commercial Street to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 5.78', and whose long chord bears S 78-43-15 W a distance of 5.76' to a point; thence, S 69-59-55 W a distance of 156.42 to a point; thence, along a curve to the right, having a radius of 86.98 and an arc length of 136.15' to a point; thence, N 20-19-5 W a distance of 306.98 to a point; thence, along a curve to the right, having a radius of 113.00' and an arc length of 87.30' to a point; thence, along a curve to the right, having a radius of 141.50 and an arc length of 152.84' to a point; thence, N 85-49-50 E a distance of 90.65 to a point; thence along a curve to the left, having a radius of 19.00' and an arc length of 32.22' to the point of beginning.

Containing 41,382.25 sq. feet to be the same more or less and being the full roadway known as **Phillippe Cote Street**.

The petitioner, therefore, requests you to discontinue the above-described **Phillippe Cote Street**.

Dated at the City of Manchester, New Hampshire this 30th day of March 2006.

By: 

Summary of Seal Tanning Lot, Granite Lot and Philippe Cote Street Sale to 1848 Associates

Reconciled Appraised Value

Seal Tanning Lot	\$ 850,000.00
Granite Lot	\$ 440,000.00
Phillipe Cote Street	\$ 630,000.00
	<u>\$ 1,920,000.00</u>

Savings to City of Manchester

Granite Lot/Cote Street Reconstruction	<u>Estimated Savings</u>	<u>Bidder Savings</u>
Retaining Wall Granite St. to Commercial St.		\$ 500,000.00
Retaining Wall Commercial/Granite/Philippe Cote		\$ 390,000.00
Future Maintenance Costs (Philippe Cote Resurfacing)		\$ 320,000.00
Future Maintenance Costs (Seal Tanning Lot Resurfacing)		\$ 10,500.00
		<u>\$ 320,000.00</u>
	<u>\$ 1,284,500.00</u>	<u>\$ 1,540,500.00</u>

Escrowed Upon Execution of P & S

Negotiated Sales Price

Additional Payment (to Deepen Retaining Wall)

Payment to City to Reimburse Additional Cost	\$ 200,000.00
Seal Tanning (Parcel II) Closing - Payment to City	\$ 530,000.00
Granite St (Parcel III)/Cote St. (Parcel I) Closing - Payment	\$ 105,000.00
	<u>\$ 835,000.00</u>

Major Conditions - Sect. 1.02, Page 1 (See Purchase & Sale Agreement for Detailed Terms and Conditions)

- Build Deck on Seal Tanning Lot at Purchaser's Expense.
- Create Without Expense to City Additional Parking as Required to Redevelop Pandora Building.
- Actively Pursue Rehabilitation/Redevelopment of Pandora Building at No Expense to City.

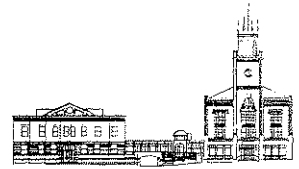
Benefits

- Private Parking Deck Leveraging Retention/Expansion of Texas Instruments (175 jobs) & Autodesk (395-500 jobs).
- Savings in Capital Outlay for Granite Street Reconstruction Project.
- Provide Parking Site to Enable the Redevelopment of Pandora Building. Cannot be Redeveloped without Parking.
- Lansing Melbourne Parking Consultant Recommends Sale of Municipal Lots Serving a Single Owner.



CITY OF MANCHESTER

Manchester Economic Development Office



August 18, 2006

Alderman Henry Thibault
Chairman, Land & Buildings Committee
Honorable Board of Mayor and Aldermen
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101

Subject: Granite Street Lot, Phillippe Cote Street and Seal Tanning Lot

Dear Alderman Thibault:

In response to your request for a staff recommendation regarding Brady Sullivan's interest in the above properties, it is our determination that the Board of Mayor and Alderman should direct staff to prepare and issue a Request-for-Proposals (RFP) for the purchase and specific development of the Granite Street Lot, Phillippe Cote Street and the Seal Tanning Lot.

The purpose of disposing of these properties is to maintain and expand parking for existing tenants like AutoDesk and Texas Instruments, to facilitate and encourage the redevelopment of the Pandora Building and to expand parking capacity to accommodate demand in the nearby Millyard. Because of the need to solicit and evaluate proposals based upon considerations beyond price and to enforce performance of specific actions beyond outright purchase, the solicitation of proposals through an RFP Process is the recommended approach.

The best interests of the City require that the City solicit and evaluate proposals based on each and all of the following factors:

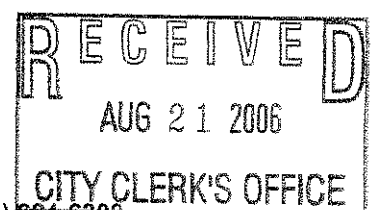
- purchase price;
- preservation of existing parking;
- commitment to structured parking sufficient to accommodate redevelopment of the area; and
- best economic value (e.g. revenue, job retention and job creation) to the City of Manchester.

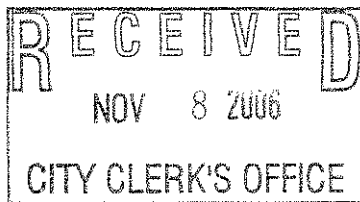
It is recommended that the Land & Buildings Committee direct staff to prepare and issue an RFP for purchase and specific development of the Seal Tanning Lot, the Granite Street Lots and Phillippe Cote Street. An RFP could be issued and responses received within 5-8 weeks.

The Economic Development Office (MEDO) is prepared to assume responsibility to coordinate the process together with Planning and Community Development, Finance, Highways and the City Solicitor.

Respectfully submitted,

Paul J. Borek
Economic Development Director





Dear Mrs. Carol Johnson,

11/4/06

My name is France Howard and I live at 126 Phillip Street, I spoke with my Alderman Mr. Armand Forest ward 12 and with Tom Nichols from the board of Assessors office. I was told you're the next person to contact; I need to see if I can obtain lot 861 # 32 and 32A these two lots are city owned. They abut my property.

The reason I need these lot is with all the flooding we had in May I was very much affected. I still am and need to find a way to rebuild, for the city and PSNH have not done anything with the pond that abut my property. It's been a real nightmare and still my problems are not over.

My home is not worth much of anything, with this pond and the flooding it can still cause me. So I have decided to try an recon figurate my property differently. The only way I can do this is by being able to obtain these city lots. I have lived here 20 years of more, and these lots are no use to anyone, now with this pond problem, I need these lots to try and reconstruct my property differently.

You can speak to Mr. Nichols he has been out to see my property, Also Mr. Forest is aware that I need to do something. And will speak on my behalf on obtaining these lots.

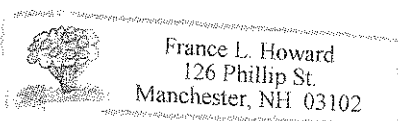
Could you let me know what steps I need to do next, thank you for you time.

Sincerely

A handwritten signature in cursive script that reads "France L. Howard".

Ms. France L. Howard

My Number (860-5095)
Armand Forest #669-0646
Thomas Nichols #624-6520

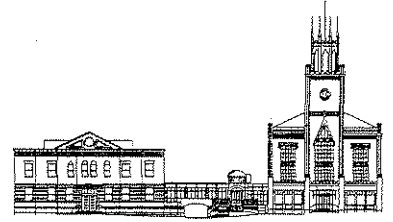


A handwritten number "8" in a simple, slightly stylized font.



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



David M. Cornell, Chairman
Thomas C. Nichols
Stephan W. Hamilton

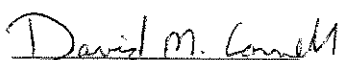
Christine Hanagan
Assistant to Assessors


To: Committee on Lands and Buildings
From: Board of Assessors
Date: December 5, 2006
Re: Map 861 Lots 32 & 32A
Request to Purchase Property

The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	Phillip Street (see attached GIS map)
Assessors Map/Lot	Map 861 Lots 32 & 32A
Property Owner	City of Manchester Tax Collector
Property Type	Vacant Land
Assessing Neighborhood	Neighborhood 500
Improved/Vacant	Vacant
Total Land Area	8,000 square feet
Current Zoning	R-1A
Overlay District	N/A
Easements/Restrictions	None Known
Utilities Available	Water, Sewer and Electric
Total Current Assessment	The current assessment is \$12,800 for each lot.
Indicated Range of Value/Unit	\$1.30 per square foot
Indicated Range of Value	\$10,400
Comments	Parcel 32 has 20 feet on Phillip Street and is 200 feet deep (4,000 sq. ft.). Parcel 32A is 40 feet by 100 feet (Also 4,000 sq. ft.). Zoning is R-1A, residential single family. The subject parcels are not conforming building lots, as they do not meet minimum lot requirements of 100 feet frontage, and 12,500 square feet.

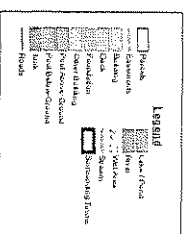
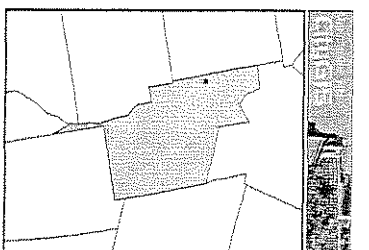
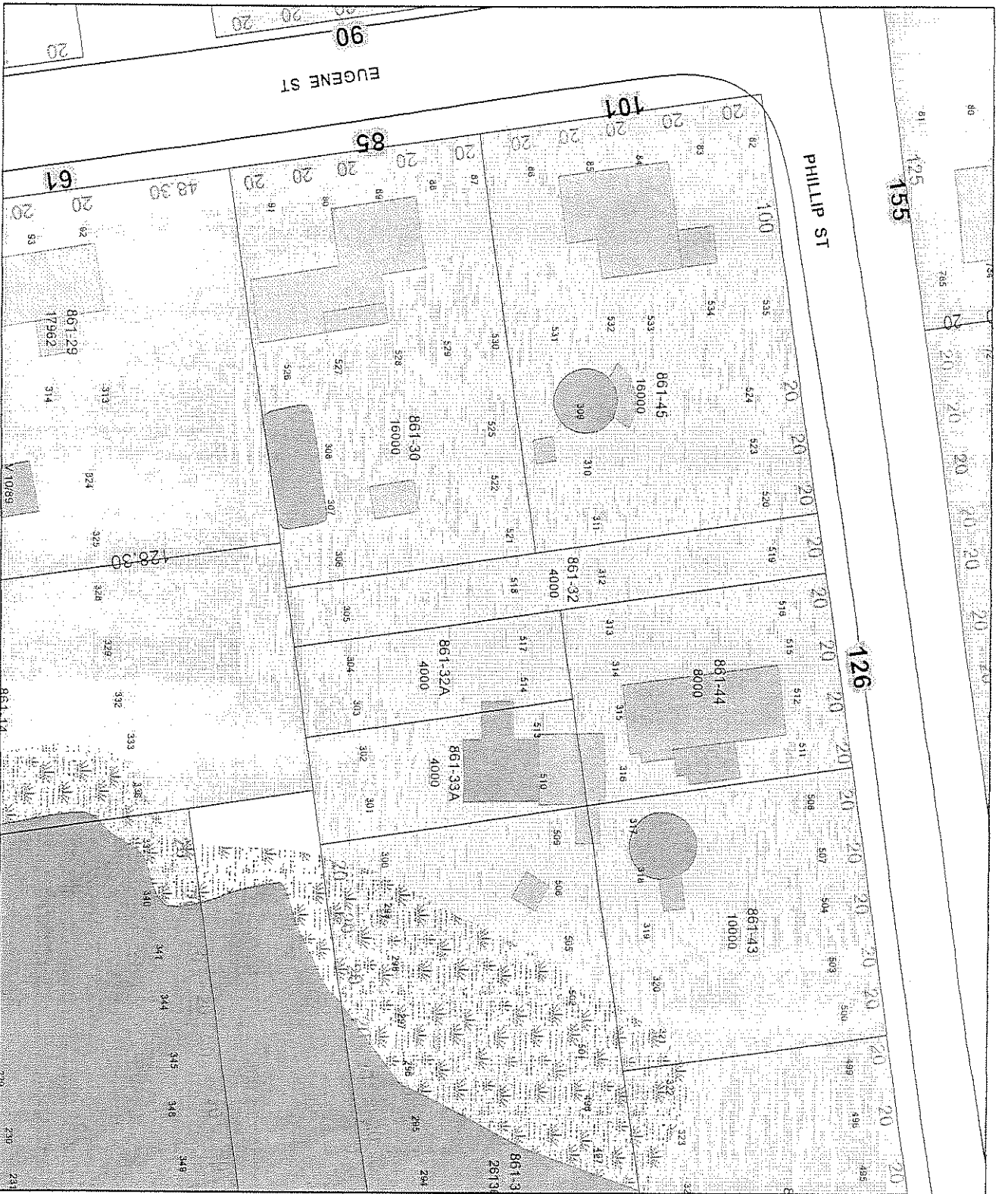
Respectfully submitted,


David M. Cornell
Enclosure:


Thomas C. Nichols


Stephan W. Hamilton

8



DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, New Hampshire. This map is not a survey, title, or boundary map. It is a map of the City of Manchester, New Hampshire, and is not a substitute for a survey, title, or boundary map. The City makes no warranty, expressed or implied, concerning the accuracy, completeness, timeliness, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use of this information. The user of this information is responsible for its use and for any errors or omissions. The City of Manchester, New Hampshire, and its departments, and its agents, are not liable for any damages, including consequential damages, arising from the use of this information. By using this map, you agree to these terms and conditions.

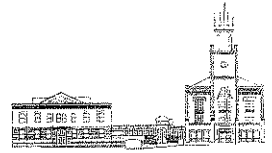


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

November 30, 2006

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: Sale of City-owned parcels known as TM 861, Lots 32 & 32A off Phillip Street

Honorable Committee Members:

The owner of a residence at 126 Phillip Street has requested permission to acquire two small tax-deeded city-owned parcels which abuts their property (see attached map).

We are currently attempting to discover whether or not there are any long-term City uses for the lands in question and, towards this end, have communicated with, and are awaiting feedback from, the Highway Department. With this in mind, we need some more time to complete our report to you.

If there are any questions, staff will be available at the committee meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

Vicinity of 126 Phillip Street

PHILLIP STREET

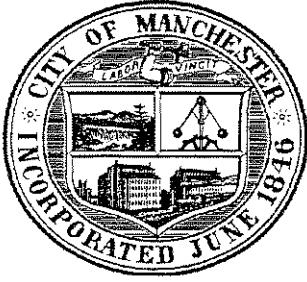
EUGENE STREET

126 Phillip St.
TM 861, Lot 44
7,400 s.f. (0.17 ac.)

City Owned
TM 861, Lot 32
4,611 s.f. (0.11 ac.)

City owned
TM 861, Lot 32A
3,493 s.f. (0.08 ac.)

0 5 10 20 30 40 Feet



City of Manchester
Office of the Tax Collector

City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

Memorandum

DATE: December 5, 2006
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector
RE: **L Phillips St (aka lots 514-517 Francis to Phillip)**

As requested, the following contains information regarding the Tax-Deeded property located at: **L Phillips St**

Prior Owners: Antoine Roy
Map/Lot: 0861/0032-A
Lien Date: 5/22/1932
Deed Date: 5/28/1934
Recorded Date: 5/28/1934
Book/Page: 0932/0116
Back Taxes \$6.69 (not including interest and costs)

I do not have any objections to the disposition of this property.

8



City of Manchester
Office of the Tax Collector

City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

Memorandum

DATE: December 5, 2006
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector *Joan A. Porter*
RE: **L Phillips St (aka lots 518-519 Francis to Phillip)**

As requested, the following contains information regarding the Tax-Deeded property located at: **L Phillips St**

Prior Owners: Graham Builders
Map/Lot: 0861/0032
Lien Date: 5/16/1977
Deed Date: 1/16/1980
Recorded Date: 1/18/1980
Book/Page: 2748/0025
Back Taxes \$32.30 (not including interest and costs)

I do not have any objections to the disposition of this property.

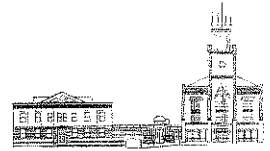


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

January 26, 2007

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Sale of City-owned parcels known as TM 861, Lots 32 & 32A off Phillip Street*

Honorable Committee Members:

This is to provide a report pursuant to Section 34.20 pertaining to the above-referenced city-owned land and building.

Background: Because of issues associated with recent natural flooding of wetlands near their property, the owner of a residence at 126 Phillip Street (TM 861, Lot 44) has requested permission to acquire two small tax-deeded city-owned parcels (TM 861, Lots 32 & 32A) which abuts their property off Phillip Street. As may be seen on the accompanying map, one of the two city-owned lots in question is also abutted by two other residential property owners.

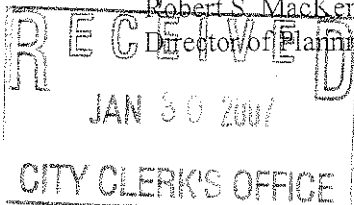
Surplus Determination and Disposition: After discussing this request with appropriate City agencies, we have determined that there are no known reasons why the City should retain ownership of these two parcels and it is, therefore, the recommendation of the Planning & Community Development Department that they be deemed surplus to City needs.

Because the two city-owned lots do not have adequate street frontage and, therefore, could not be developed as a separate house lot, and because both abutting residential neighbors have expressed no interest in acquiring either of these properties, we further recommend selling the two parcels to the owner of 126 Phillip Street at a price determined by the Assessor's Department. If such a sale is deemed appropriate, we would further recommend that the Board attach a condition to the sale which requires that Lots 32 and 32A be merged with Lot 44 to form a single parcel.

If you have any questions, our staff will be available at your meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development



One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

L+B 12-05-06 Tabled
Pending notification to
abutters.



RODKEY CRAIGHEAD, JR.
JOANNE MARTIN-CRAIGHEAD
DEBBIE MARTIN-DEMERS
CATHERINE L. BAUMANN

Craighead & Martin, P.L.L.C.
ATTORNEYS AT LAW
62 STARK STREET, MANCHESTER, NH 03101-1934

TEL. 603-641-9555
FAX 603-647-1331

November 22, 2006

Board of Mayor and Aldermen
c/o City Clerk's Office
One City Hall Plaza
Manchester, NH 03101

RE: Purchase of property owned by the City of Manchester

Dear Honorable Mayor and Members of the Board:

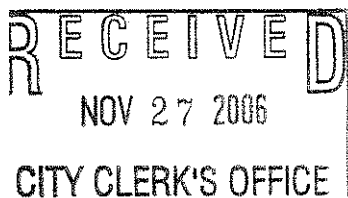
Our office represents the interest of Mr. Albert O. Delacey who is the current owner of real estate located at 80 Edna Street in Manchester, New Hampshire. Mr. Delacey's property abuts a tract of land which is current owned by the City of Manchester. I have enclosed a copy of the recorded plan along with a copy of the tax map that I obtained from the assessor's office which partially delineates that tract. I have highlighted the tract on both of these documents, but I am unable to provide you with any map or lot numbers as the assessor's office did not have one. It is my understanding that the process for requesting a sale of this property is to make a written request to you. Mr. Delacey is requesting a buy out of this tract which abuts his property in order to further improve his property.

Please provide me with what additional information you will require and what the next step will be in this process. Thank you for your time and attention to this matter.

Very truly yours,

Joanne Craighead

JC/td
Enclosures
Albert Delacey



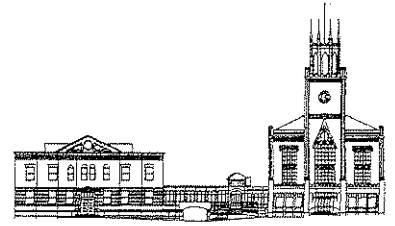
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CB 85/41



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



David M. Cornell, Chairman
Thomas C. Nichols
Stephan W. Hamilton


Christine Hanagan
Assistant to Assessors

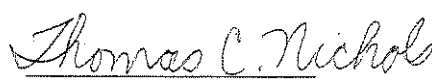
To: Committee on Lands and Buildings
From: Board of Assessors
Date: December 5, 2006
Re: Request to Purchase Property Abutting 80 Edna Street

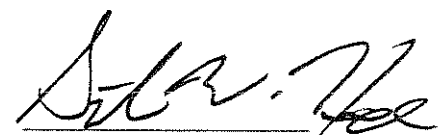
The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	Edna Street (see attached GIS map)
Assessors Map/Lot	No Map and Lot assigned to property
Property Owner	City of Manchester
Property Type	Vacant land with a sewer easement
Assessing Neighborhood	Neighborhood 400
Improved/Vacant	Vacant
Total Land Area	4,327 square feet
Current Zoning	R-1B
Overlay District	N/A
Easements/Restrictions	36" sewer truck line and a 20 foot-wide sewer easement
Utilities Available	Water, Sewer and Electric
Total Current Assessment	No Map and Lot assigned to property
Indicated Value/Unit	\$2.10 per square foot
Indicated Value	\$9,000 (rounded)
Comments	The parcel is approximately 56' wide and 78' deep. Zoning is R-1B, residential single family. The subject parcel is unbuildable as minimum lot requirements are 75 feet of frontage and total lot size of 7,500 square feet.

Respectfully submitted,


David M. Cornell
Enclosure:


Thomas C. Nichols


Stephan W. Hamilton

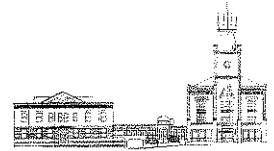


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

November 30, 2006

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Sale of City-owned land abutting 80 Edna Street*

Honorable Committee Members:

The owner of a residence at 80 Edna Street has requested permission to acquire a small, 0.1 acre, section of city-owned land which abuts their property (see attached map).

Our preliminary research has discovered that a main 36" sewer truck line and an accompanying 20 foot-wide sewer easement goes through the parcel in question, and that a sewer manhole requiring routine maintenance from the City is also situated on that same land.

In order to clarify the involved issues, we have communicated with the Highway Department concerning ownership and rights-of-way matters and we are awaiting their response. We will provide you with a complete report when this information becomes available

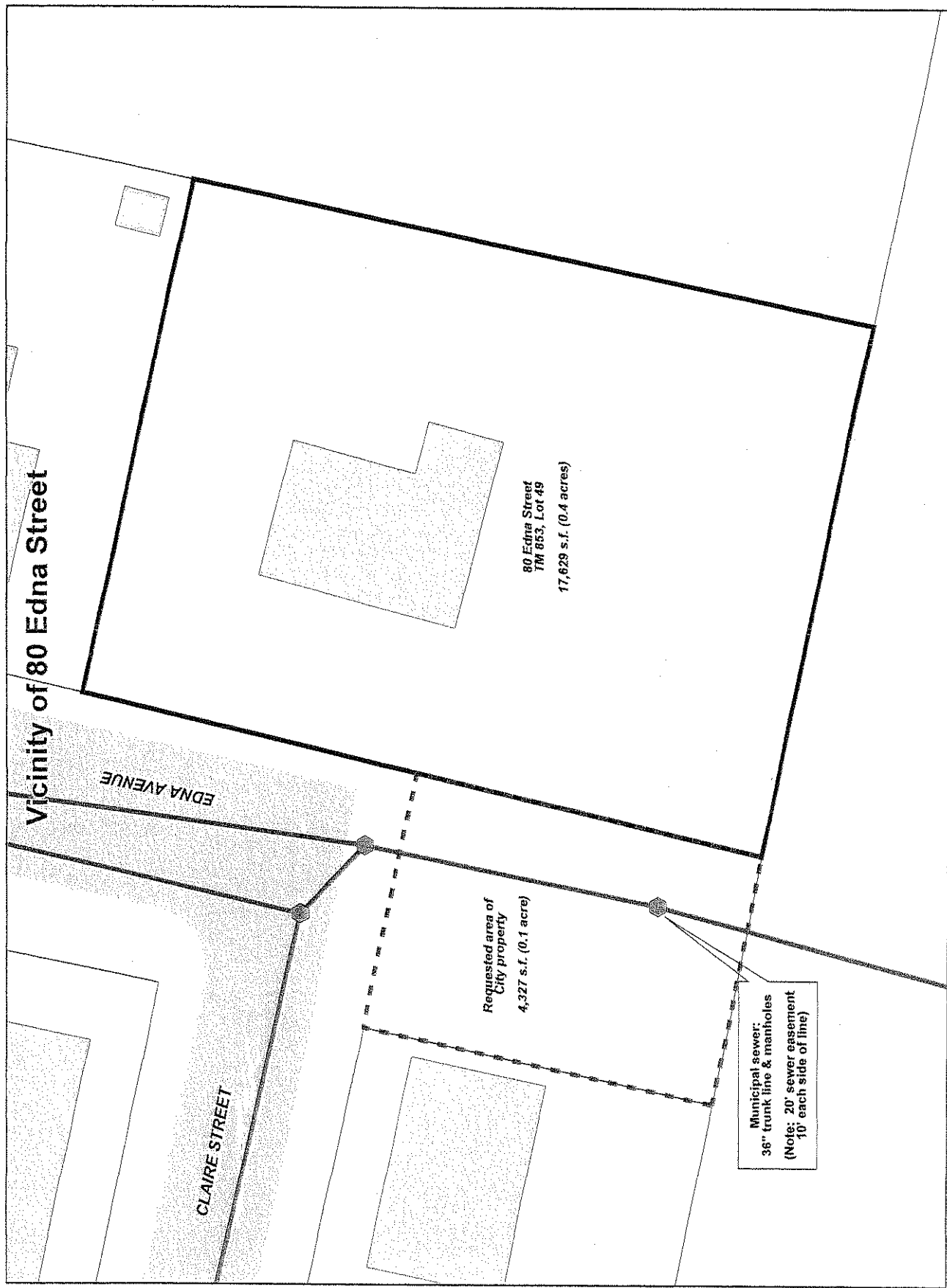
If there are any questions, staff will be available at the committee meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

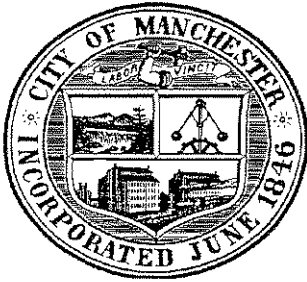
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One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchasne) on November 29, 2006.

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City of Manchester
Office of the Tax Collector

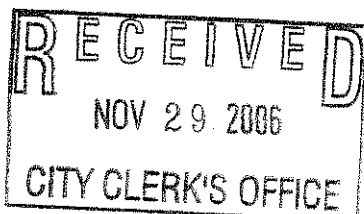
City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

Memorandum

DATE: November 28, 2006
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector *Joan A. Porter*
RE: City Owned parcel at Edna & Claire Streets

It appears from the documents provided by Attorney Craighead regarding the above-referenced parcel that the property in question is a pumping station. As this is not a tax-deeded parcel, the Tax Collector's office has no interest in its disposition.



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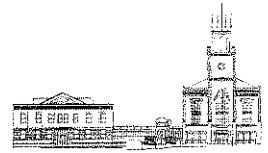


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

January 26, 2007

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Sale of City-owned ROW property located at junction of Edna and Claire Street*

Honorable Committee Members:

This is to provide a report pursuant to Section 34.20 pertaining to the above-referenced city-owned land and building.

Background: Albert Delacey, the owner of a single family residence at 80 Edna Street (TM 853, Lot 49) has requested permission to acquire a 4,327 sq. ft. unpaved portion of the city-owned street R.O.W. (app. 80' x 55') which abuts his property at the intersection of Edna and Claire Streets. The unpaved R.O.W. land in question connects the paved portion of Edna Street to a large 26 acre parcel owned by PSNH (see accompanying map). Currently, a 36" branch of the City's main sewer trunk line runs from the traveled portion of the Edna Street R.O.W. into the PSNH property through the land in question and this line is accompanied by a 20 foot-wide sewer easement as well as a sewer manhole which requires routine maintenance from the City. In addition to Mr. Delacey's property, a single residential neighbor at TM 921, Lot 17C, on Claire Street, also abuts the land in question.

Surplus Determination and Disposition: After discussing this request with appropriate City agencies, we have determined that, because of the presence of the sewer line, no building or any other surface changing development activity is allowed within the 20' wide sewer easement, and those restrictions may act to effectively prevent building activity elsewhere on the site. Toward this end, the Environmental Protection Division specifically recommends that, if this piece of land is sold, then appropriate building and development restrictions be required as a condition of that sale. We would also note that, prior to any such sale, a subdivision of land would also need to take place since the land in question is currently an integral part of a larger public R.O.W..

Even with the above in mind, there appears to be no practical reasons why the City-owned land in question could not be declared surplus if the intent is to sell it for passive, non-building development purposes.

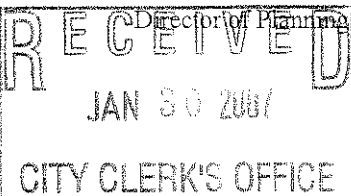
Because the only other abutting residential property owner has expressed no interest in its acquisition, and because it cannot be used as an independent building lot, we would recommend selling the requested City-owned R.O.W. to the owner of 80 Edna Street at a price determined by the Assessor's Department. If such a sale is deemed appropriate, we would further recommend that the Board attach the following conditions to any such sale: (a) all costs incurred by the City in subdividing the land shall be paid for by Mr. Delacey, and (b) the land acquired by Mr. Delacey be merged with the abutting parcel he currently owns at TM 853, Lot 49.

If you have any questions, our staff will be available at your meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

9



One City Hall Plaza, Manchester, New Hampshire 03101
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Vicinity of 80 Edna Street

CLAIRE STREET

EDNA STREET

Ryan Hale
137 Claire St.
TM 921, Lot 17C

Requested area of
City property
4,327 s.f. (0.1 acre)

Albert Delacey
80 Edna Street
TM 853, Lot 49

Municipal sewer
36" trunk line & manholes
(Note: 20' sewer easement
10' each side of line)



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchaine) on November 29, 2006.

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